

(3 Hours)

[Total Marks : 100

N.B. Figures to the right indicate full marks.

I. Answer the following : (not more than two sentences) — 20

- (1) When is communication of acceptance said to be complete ?
- (2) What is the effect of an agreement in restraint of marriage ?
- (3) What is the mutual mistake of fact under Indian Contract Act ?
- (4) What is anticipatory breach of contract ?
- (5) What is the obligation of a person who has received any advantage under a contract which becomes void ?
- (6) What is reasonable notice of terms in case of standard form contract ?
- (7) What is the effect of failure to perform at fixed time, in contract in which time is the essential ?
- (8) What is the purpose of declaratory decree ?
- (9) When can an instrument be rectified ?
- (10) Upon whom can specific performance be enforced ?

II. Write short notes on any four :— 20

- (1) Modes of revocation of proposal.
- (2) Coercion.
- (3) Government Contracts.
- (4) Agreements in restraint of legal proceedings.
- (5) Cancellation of instruments.
- (6) Perpetual injunction.

III. Answer the following giving reasons : (any two) 12

- (1) Two wrestlers agreed to play a wrestling match on the condition that the party who fails to appear on the day fixed was to forfeit Rs. 5,00,000 to the opposite party, and the winner was to receive Rs. 1,12,500 out of the gate money. The defendant failed to appear and the plaintiff sued him to recover Rs. 5,00,000.
 - (i) What are the effects of wagering agreements ?
 - (ii) Will plaintiff hereinabove succeed ?
- (2) The plaintiff sent a telegram to the defendant stating, "Will you sell us Bumper Hall Pen Telegraph lowest cash price" The defendant replied, also by a telegram, "Lowest price for the Bumper Hall Pen is 5000 rupees". The plaintiff immediately sent their telegram stating, "We agree to buy Bumper Hall Pen for 5000 rupees as asked by you". However, defendant refused to sell the property at that price.
 - (i) What is an offer ?
 - (ii) Does quotation of minimum price by the defendant in response to inquiry of the plaintiff amount to offer ?

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- (3) X an attorney induced his client Y, who is a Hindu widow to transfer property to him for defrauding Y's creditors. Y thereafter files a suit for rescission of the instrument of transfer.

- (i) What is rescission of a contract ?
- (ii) Will Y succeed to get the instrument rescinded?

IV. Answer the following (any four) :—

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- (1) "No consideration, no contract" — discuss and state the exceptions if any.
- (2) What is contingent contract ? Discuss the law relating to enforcement of contingent contracts.
- (3) What is undue influence ? When is a party to contract deemed to be in a position to dominate the will of another party ? What are the effects of undue influence on a contract ?
- (4) What is standard form contract ? What are the various modes to protect the individuals against the possibility of exploitation inherent in standard form contracts ?
- (5) Discuss the contracts which cannot be specifically enforced.
- (6) What is the liability of a person in possession of movable property not as the owner, to deliver it specifically to the person entitled to immediate possession ?

(मराठी रूपांतर)

सूचना : उजवीकडील अंक प्रश्नांचे पूर्ण गुण दर्शवितात.

I. खालील प्रश्नांची उत्तरे द्या. (उत्तरे दोन वाक्यांपेक्षा जास्त नसावीत.)

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- (१) स्वीकृतीचा संवाद कधी पूर्ण होतो ?
- (२) विवाहास निर्बंध घालणाऱ्या कराराचा परिणाम कोणता ?
- (३) भारतीय कराराच्या कायदानुसार परस्पर वस्तुस्थितीची चूक म्हणजे काय ?
- (४) आगाऊ करारभंग म्हणजे काय ?
- (५) अवैध कराराच्या अंतर्गत फायदे मिळालेल्या व्यक्तीच्या जबाबदाऱ्या कोणत्या ?
- (६) प्रमाणभूत नमुन्याच्या मुलभूत करारानुसार अटीचे वाजवी पत्रक म्हणजे काय ?
- (७) ज्या करारामध्ये वेळ अत्यावश्यक बाब आहे असा करार ठरविलेल्या वेळी झाला नाही तर त्याचा परिणाम कोणता ?
- (८) घोषणात्मक हुकुमनाम्याचा हेतू कोणता ?
- (९) दस्तऐवजाची दुरुस्ती कधी होऊ शकते ?
- (१०) विशिष्ट अंमलबजावणी कराराची अंमलबजावणी कोणावर होऊ शकते ?

II. संक्षिप्त टिपा द्या (कोणत्याही चार) :-

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| (१) प्रस्ताव रद्द करण्याचे प्रकार | (४) कायदेशीर प्रक्रियेस निर्बंध घालणारे करार |
| (२) बलप्रयोग | (५) दस्तऐवज रद्द करणे |
| (३) सरकारी करार | (६) चिरस्थायी मनाई आदेश. |